





STATE OF CONNECTICUT OFFICE of the STATE COMPTROLLER 55 Elm Street Hartford, CT 06106

INTERDEPARTMENTAL MEMORANDUM

July 10, 2018

To:

The Honorable Scott Semple, Commissioner

Department of Correction 24 Wolcott Hill Road

Wethersfield, Connecticut 06109

Subject:

Connecticut State Employees Association-SEIU Local 2001, NP-8 Bargaining

Unit Contract Effective July 1, 2016 through June 30, 2021

I. <u>AUTHORITY</u>

The agreement between the State of Connecticut and the Connecticut State Employees Association (CSEA) NP-8 bargaining unit for the period of July 1, 2016 through June 30, 2021.

II. RECOGNITION (Article 1)

On May 8, 2015, Parole and Community Service Managers within the Department of Correction and the Board of Parole were included.

III. TUITION REIMBURSEMENT (Article 11)

The State will allocate for tuition reimbursement each fiscal year the following:

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Funds that are unexpended in one fiscal year will carry over into the next fiscal year provided however that the tuition reimbursement fund will lapse as of June 30, 2021 in accordance with present rules.

Applications for tuition reimbursement that are submitted and approved within the final six months of the contract may be paid with any remaining available funds, up to three months following the expiration of the contract.

Any employee who has completed his/her initial working test period and is continuing his/her education in a job related area, or in an area that will assist the employee in upward mobility or promotional opportunities, will be eligible for tuition reimbursement for a maximum of three (3) courses or twelve (12) credits or the equivalent per year.

The maximum reimbursement for credit courses at accredited institutions of higher education, including distance learning courses offered by such institutions, will be 75% of the per credit rate, including fees, for undergraduate and graduate courses at the University of Connecticut at Storrs. For other courses or programs, maximum tuition reimbursement is 50% of the per credit rate for undergraduate and graduate courses at the University of Connecticut at Storrs.

IV. WORKSHOP AND CONFERENCE FUND (Article 12)

There will be \$5,000 (five thousand dollars) appropriated each fiscal year of this agreement for employees who have completed the working test period in a bargaining unit title at professional seminars, workshops or conferences. Effective July 1, 2019, the fund will be increased to \$7,500 (seven thousand five hundred dollars). Effective July 1, 2020 the fund will be increased to \$10,000 (ten thousand dollars).

Fiscal Year	<u>Amount</u>
2016-2017	As Agreed Upon
2017-2018	\$ 5,000
2018-2019	\$ 5,000
2019-2020	\$ 7,500
2020-2021	\$10,000

Funds that are unexpended in one fiscal year will carry over into the next fiscal year provided however that the fund will expire on the expiration of the contract. Each eligible employee will be entitled to a maximum of \$600 reimbursement per contract year toward the cost of fees, travel, food and/or lodging related to attendance at such events. Reimbursement will be consistent with standard state travel regulations.

V. COMPENSATION (Article 21)

A. General Wage Increases (Section 1)

There will be no increase in the base annual salary for employees or the current salary schedules during the 2016-2017, 2017-2018, and 2018-2019 contract years.

Effective July 1, 2015, the base annual salary for employees in the classification of Parole and Community Services Manager and the current salary schedule shall be increased by three percent (3%).

Effective Date	<u>Increase</u>
July 1, 2015	3% of Base Salary

Effective July 1, 2018 employees will receive a two thousand dollar (\$2,000) lump sum bonus except employees at maximum pay will receive a one thousand dollar (\$1,000) lump sum bonus and their maximum rate payment in accordance with section 9 of this article.

Effective July 1, 2019, the base annual salary for employees and their current salary schedules will be increased by three and one-half percent (3.5%). Effective July 1, 2020, the base annual salary for employees and their current salary schedules will be increased by three and one-half percent (3.5%).

Effective Date	<u>Increase</u>
July 1, 2016	0%
July 1, 2017	0%
July 1, 2018	0%
July 1, 2019	3.5%
July 1, 2020	3.5%

B. <u>Night Shift Differential (Section 2)</u>

All employees in this bargaining unit whose assigned work shift begins any time after 2:00 p.m. and before 6:00 a.m. will be eligible to receive shift differential. Night shift differential will remain at eighty-five (\$.85) cents per hour. Shift differential will only be paid when an employee is actually working. Effective July 1, 2019, the shift differential will be one dollar (\$1.00).

C. Weekend Differential (Section 3)

A weekend is defined as beginning with the start of the third shift on Friday and terminating with the end of the second shift on Sunday inclusive. The weekend differential will be paid for working a minimum of six hours on a shift. The weekend differential will remain at eighty (\$.80) cents per hour. The weekend differential will only be paid when an employee is actually working.

D. On-Call Pay (Section 4)

Employees who are required by the appointing authority to be "on standby" or "on call" in order to ensure "after hours" coverage must receive a written notification of this status. Pay for such status will be \$1.00 per hour for all days on-call except for holidays. Holiday on-call payment will be \$2.50 per hour.

Notwithstanding the above, Parole and Community Services Managers will not be eligible for On-Call Pay.

E. Call Back Pay (Section 5)

Call Back - Definition:

Employees who have left work after their regularly scheduled shift and are called back to work. Employees called back to duty after the completion of a regular shift will receive a minimum of four (4) hours pay at the applicable overtime rate. This provision does not apply to employees who are called in prior to their regular starting time and work through a regular shift.

Notwithstanding the above Parole and Community Services Managers will receive a minimum of two (2) hours of compensatory time off. When a Parole and Community Services Manager is contacted during their non-work hours, he or she will be eligible for one (1) hour of compensatory time off if required to answer or make phone calls faxes or emails.

F. Shift Commander Pay (Section 6)

Bargaining unit members in the Lieutenant or Training Officer classification who are required to serve as shift commanders will be paid a stipend at the rate of \$26.40 per shift worked as a shift commander in addition to their daily pay rate. The acting shift commander pay will apply to a Lieutenant or Training Officer who is designated as the acting shift commander at the start of a particular shift and who performs that function for a substantial portion of that shift (i.e., at least six hours of the shift).

G. Facility Meal Reimbursement (Section 7)

The meal reimbursement will be for each shift actually worked. The per meal rate will be the rate provided to the majority of correctional employees and will be adjusted in accordance with the rate provided to the majority of correctional employees. The minimum time for eligibility for such reimbursement will be equal to one-half of the shift.

H. Annual Increments (Section 8)

Employees who were in the classification of Parole and Community Service Manager on or before May 8, 2015 will have a July increment date. Employees appointed to the classification Parole and Community Service Manager after May 8, 2015 will keep the annual increment date they held in their prior job title.

The value of the salary advancement in the salary range on the employee's annual increment or anniversary date shall be three percent (3%).

Employees in the classification of Parole and Community Manager will be eligible for and receive annual increments retroactive to the 2015-2016 contract year.

There will be no payment of annual increments for the 2016-2017, 2017-2018, and 2018-2019 contract years. Employees will be eligible for the annual increments for the 2019-2020 and 2020-2021 contract years in accordance with existing practice.

Annual increments previously effective on July 1st of each year will be effective June 30th of each year beginning on June 30, 2013. Annual increments previously effective on January 1st of each year will be effective December 30th of each year beginning on December 31, 2013.

Payable
No Annual Increment
July 2019
January 2020
July 2020
December 2020
July 2021

I. Lump Sum Payment for Maximum Step Employees (Section 9)

Employees at the maximum rate of the salary schedule and employees, who will exceed the maximum rate of the salary schedule because of the receipt of an annual increment, will receive a salary adjustment, which exceeds the salary maximum, in the form of a lump sum payment.

Lump sum payments will be effective on the employee's annual increment or anniversary date and, unless otherwise specified, will be paid in any year in which annual increments are paid and on the same date(s). The value of the lump sum payment will be two and one half percent (2.5%) of the employee's annual salary.

Parole and Community Services Managers will be eligible for the maximum lump sum payment.

Effective Date	<u>Payable</u>
June 30, 2016	No Lump Sum
December 30, 2016	No Lump Sum
June 30, 2017	No Lump Sum
December 30, 2017	No Lump Sum
June 30, 2018	No Lump Sum
December 30, 2018	No Lump Sum
June 30, 2019	July 2019
December 30, 2019	January 2020
June 30, 2020	July 2020
December 30, 2020	December 2020
June 30, 2021	July 2021

J. Longevity (Section 10)

Employees in the bargaining unit who were in the classifications of Correctional Lieutenant (MP 56) or Correctional Training Officer (MP 58) on or before December 3, 2001, will be eligible for longevity payments in accordance with the longevity schedule of the classified service Management Pay Plan. Employees in the classifications of Captain and/or Counselor Supervisor on or before May 31, 2007 will continue to be eligible for longevity payments in accordance with the longevity schedule of the classified service Management Pay Plan (MP 60).

Additionally any employee who was in the bargaining unit on or before December 3, 2001, and is promoted to the position of Captain and/or Counselor Supervisor on or after May 31, 2007 will continue to be eligible for longevity payments in accordance with the longevity schedule of the classified service Management Pay Plan, MP designation (MP-60).

The Management Pay Plan longevity schedule referenced in this section will be the longevity pay schedule applicable to managerial employees that was in effect on July 1, 2008. Any employee promoted to the classification of Correctional Lieutenant on or after December 4, 2001 will receive longevity in accordance with the following schedule:

<u>Years</u>	<u>Amount</u>
10	\$141.50
15	\$283.00
20	\$424.50
25+	\$566.00

Any employee promoted to the classification of Captain or Counselor Supervisor on or after May 31, 2007 and who was not a member of the bargaining unit on or before December 3, 2001, will receive longevity in accordance with the following schedule:

<u>Years</u>	<u>Amount</u>
10	\$159.00
15	\$318.00
20	\$477.00
25+	\$636.00

The April 2018 payment will be paid in July 2018.

K. Educational Stipend (Section 11)

Effective July 1, 2016, permanent employees who achieved a Bachelor's degree in a job-related discipline from an accredited institution of higher learning and who have not already received the Bachelor's degree stipend under the prior collective bargaining agreements and who submit adequate documentation of the degree will receive a five hundred dollar (\$500) lump sum payment.

Employees who complete a qualifying Bachelor's degree and satisfy the above criteria after July 1, 2016 will be eligible for the five hundred dollar (\$500) payment within 60 days of the agency's receipt of the required documentation.

Permanent employees who complete a Master's degree in a job-related discipline from an accredited institution of higher learning after July 1, 2009 and who submit adequate documentation of the degree will receive a one thousand dollar (\$1,000) lump sum payment within 60 days of the agency's receipt of the required documentation.

Permanent employees who complete an Associate's degree in a job-related discipline from an accredited institution of higher learning after July 1, 2009 and who submit adequate documentation of the degree will receive a two hundred and fifty dollar (\$250) lump sum payment within 60 days of the agency's receipt of the required documentation.

L. Emergency Medical Technicians (Section 12)

On or about October 1 of each contract year, the State will pay a four hundred seventy-five dollar (\$475) annual skill premium to each employee who is certified as an Emergency Medical Technician and who had volunteered and been designated by the agency to provide such services at his/her work location during the prior contract year. Employees receiving this stipend are expected to respond to emergency calls and provide EMT services on or about State Facilities in accordance with applicable laws and regulations.

M. Supervisory Stipend (Section 13)

Effective July 1, 2019 there will be a five hundred dollar (\$500) annual supervisory stipend paid to all bargaining unit employees. Effective July 1, 2020 the annual supervisory stipend will be increased to six hundred and fifty dollars (\$650) per year. The payment of the stipend will be made in the first pay period that includes July 1st.

VI. TRAVEL (Article 25)

Any employee who is required to travel on official State business will be reimbursed for lodging, mileage and/or meals in accordance with the terms outlined in the Standard State Travel Regulations. The employer will make every effort to provide transportation. The employee required to use his/her own vehicle in extraordinary circumstances will be entitled to mileage payments in accordance with the contract and State regulations. Notwithstanding the prior provisions, employees may be expected to use their personal vehicles on state business under ordinary circumstances.

When on temporary assignment and State transportation is provided, such State transportation may be garaged at the employer's residence during the period of such assignment. When an employee is assigned to be on-call and state transportation is provided, the agency may authorize the garaging of such State vehicle at the employee's residence during the period of such on-call assignment.

An employee who is required to travel on employer business will be reimbursed for meals at the following rates:

Breakfast	\$ 8.00
*Lunch	\$ 10.00
Dinner	\$ 20.00

^{*}Applicable to out-of-state travel or when authorized in accordance with the Standard State Travel Regulations.

An employee who is required to remain away from home overnight in order to perform the regular duties of his/her position may be reimbursed for lodging expenses in accordance with the Standard State Travel Regulations.

The mileage reimbursement rate will be the U. S. General Services Administration (GSA) rate. Such rate will be readjusted within 30 days of any adjustment by the GSA.

VII. MISCELLANEOUS (Article 27)

A. Equipment and Clothing (Section 1)

The Department will issue to all employees standard uniforms and all necessary equipment to carry out the performance of duties.

B. Reimbursement for Commercial Drivers License (Section 2)

The state will reimburse employees who are required to hold Commercial Drivers licenses for purposes of employment with the Department of Correction.

VIII. HOLIDAYS (Article 32)

Captains and Counselor Supervisors are covered by the provision in Section 7 that allows employees to cash out up to 100 hours of accrued holiday compensatory time in a calendar year.

IX. VACATION (Article 33)

Article 33 includes all employees in the bargaining unit who were in the classification of Parole and Community Service Manager and Deputy Warden on or before July 1, 2017. See contract for details.

X. HEALTH AND WELLNESS (Article 53)

Effective July 1, 2019 there will be an annual fund of ten thousand dollars (\$10,000) for a New Health and Wellness Fund and Committee.

Fiscal Year	<u>Amount</u>
2019-2020	\$10,000
2020-2021	\$10,000

Effective July 1, 2017, each bargaining unit member will be entitled to attend one (1) paid day of training each year on health and wellness.

XI. MEMORANDUM OF UNDERSTANDING

A. Deputy Warden

Effective June 23, 2017, the job classification of Deputy Warden is added to certain articles of this contract. See contract for details.

B. Furlough Days

The bargaining unit members will have their sick leave accruals reduced from one and one quarter (1 1/4) days per month to one (1) day per month for a period of twelve (12) months beginning July 2017 and ending in June 2018. See contract for details.

XII. RETROACTIVE PAYMENTS FOR PAROLE AND COMMUNITY SERVICE MANAGERS

A. ELIGIBLE EMPLOYEES

Agency staff must calculate and process the following retroactive payments manually. The retroactive payments should reflect the additional compensation due as a result of the manual calculation of the retroactive difference due on the biweekly and overtime payments made to impacted employees and former employees during the aforementioned dates and lump sums as applicable.

The additional retroactive compensation must be reported to the Retirement Services Division in the manner described below as such additional payments may have an impact for retirement benefit purposes.

Payments should be identified separately and coded with the applicable code. Such are subject to mandatory deductions: federal withholding tax and state income tax annualized social security tax, retirement contributions and garnishments (if applicable).

The following Parole and Community Services Mangers are eligible for the retroactive payment:

- Employees who were actively employed on July 1, 2015 through date of separation. The retroactive lump sum will be included in the August 3, 2018 check date.
- Employees who were actively employed on July 1, 2015, but were promoted into another collective bargaining unit or management, should contact their agency personnel officer to initiate any compensation due or there may be an over payment issue.
- Employees who were actively employed on July 1, 2015 but have since retired or separated from State service.

B. RETROACTIVE PAYMENTS FOR PROMOTED, RETIRED, AND SEPARATED EMPLOYEES

Agencies are to manually calculate retroactive payments to the date of promotion, retirement or separation from state service for the pay periods July 1, 2015 through date of separation. Checks should reflect the additional compensation due as a result of the manual calculation of the retroactive difference due on the biweekly and overtime payments made to impacted former bargaining unit employees during the aforementioned dates and lump sums as applicable.

Effective Date

Period Covered

Check Date 08/03/2018

July 1, 2015

06/26/2015 - date of separation

Each agency must provide the Retirement Services Division's Audit Unit with a list of affected retirees accompanied by the worksheet detailing the calculations utilized for these adjustment payments. Worksheets for separated employees must also be provided with a clear notation on each worksheet indicating such status.

XIII. SCHEDULED PAYMENT DATES

A. Retroactive General Wage Increase for Parole and Community Services Manager
The agency must process the general wage increase manually for the Parole and
Community Services Manager.

Effective 07/01/2015

Increase 3%

Pay Period 06/26/2015 - 07/09/2015

Check Date 08/03/2018

B. Retroactive Annual Increments and Lump Sum Payments for Parole and Community Service Manager

Effective 07/01/2015

Pay Period 06/26/2015 - 07/09/2015

Check Date 08/03/2018

C. General Wage Increase

Effective	<u>Increases</u>	Pay Period	Check Date
07/01/2016	0%	No General Wage Increase	No General Wage Increase
07/01/2017	0%	No General Wage Increase	No General Wage Increase
07/01/2018	0%	No General Wage Increase	No General Wage Increase
07/01/2019	3.5%	06/21/2019 - 07/04/2019	07/19/2019
07/01/2020	3.5%	06/19/2020 - 07/02/2020	07/17/2020

D. Annual Increments and Lump Sum Payments

The agency must process the annual increments and lump sum payments manually and follow the effective dates of annual increments.

Effective	Pay Period	Check Date
June 2016	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
December 2016	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
June 2017	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
December 2017	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
June 2018	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
December 2018	No AI/No Lump Sum Payment	No AI/No Lump Sum Payment
June 2019	06/21/2019 - 07/04/2019	07/19/2019
December 2019	12/20/2019 - 01/02/2020	01/17/2020
June 2020	06/19/2020 - 07/02/2020	07/17/2020
December 2020	12/18/2020 - 12/31/2020	01/15/2021

XIV. PAYROLL PROCEDURES

A. Split Pay Periods for General Wage Increase

1. Parole and Community Service Managers

General wage increase effective July 1, 2015 for Parole and Community Service Managers. The effective pay period is June 26, 2015 through July 09, 2015. Wages earned for the period June 26, 2015 through June 30, 2015 should be paid at the old rate. The wages earned for the period July 1, 2015 through July 09, 2015 should be paid at the new rate.

2. All Bargaining Unit Employees

General wage increase effective July 1, 2019 for all bargaining unit employees. The effective pay period is June 21, 2019 through July 4, 2019. Wages earned for the period June 21, 2019 through June 30, 2019 should be paid at the old rate. The wages earned for the period July 1, 2019 through July 4, 2019 should be paid at the new rate.

General wage increase effective July 1, 2020 for all bargaining unit employees. The effective pay period is June 19, 2020 through July 2, 2020. Wages earned for the period June 19, 2020 through June 30, 2020 should be paid at the old rate. The wages earned for the period July 1, 2020 through July 2, 2020 should be paid at the new rate.

B. Payroll Procedures For Retroactive General Wage Increase

On the Additional Pay Page: Amount or Hours: Earnings Code RTR

C. Payroll Procedures For Retroactive Annual Increments and Retroactive Lump Sums

On the Additional Pay Page: Amount; Earnings Code RTR

D. Implementation of General Wage Increase

New pay plans will be implemented centrally with the new hourly rate and biweekly salary effective with the pay period, at the proper time

E. Payment of Lump Sum(s)

On the Timesheet Page: Amount; Time Reporting Code XMISP On the Additional Pay Page: Amount; Earnings Code MPS

These lump sum payments are subject to mandatory deductions; i.e., federal withholding and state income tax annualized, social security tax, retirement contributions, and garnishments (if applicable).

F. One Time Payment

On the Timesheet Page: Amount; Time Reporting Code XMISP-If needed, use comments area for detail of payment

On the Additional Pay Page: Amount; Earnings Code MPS-If needed, use Reason tab for detail of payment

G. Shift Differential

On the Timesheet Page: Time Reporting Code XSHKF On the Additional Pay Page: Hours; Earnings Code F71

H. Weekend Differential

On the Timesheet Page: Time Reporting Code XWDL On the Additional Pay Page: Hours; Earnings Code WDC

I. On-Call Pay

On the Timesheet Page: Amount; Time Reporting Code XOCXA On the Additional Pay Page: Amount; Earnings Code OCA

J. Call Back Pay

On the Timesheet Page: Hours; Time Reporting Code XCBPH On the Additional Pay Page: Hours; Earnings Code CBP

K. Shift Commander Pay

On the Timesheet Page: Amount; Time Reporting Code XINCA On the Additional Pay Page: Amount; Earnings Code INC

L. Meal Allowances

On the Timesheet Page: Time Reporting Code XML8A On the Additional Pay Page: Amount; Earnings Code M11 M. Educational Stipend

On the Timesheet Page: Amount; Time Reporting Code XMISA On the Additional Pay Page: Amount; Earnings Code MIS

N. EMT Skill Premium

On the Timesheet Page: Amount; Time Reporting Code XSKPA On the Additional Pay Page: Amount; Earnings Code SKP

XV. GENERAL

Questions may be directed as follows:

Contract Issues: Agency Human Resources Officers;

Payroll Procedures: Office of the State Comptroller, Active and Pension Payroll Services

Division, 860-702-3447;

Tuition Reimbursement: Office of the State Comptroller, Administrative Services,

860-702-3344;

Memorandum Interpretation: Office of the State Comptroller, Administrative

Services, 860-702-3440.

Direct List of Affected Retirees and Separated Employees to: Office of the State

Comptroller Retirement Services Division, Audit Unit, 55 Elm Street,

Hartford, CT 06106

KEVIN LEMBO

STATE COMPTROLLER

KL:ED

http://www.osc.ct.gov